

EXHIBIT J

KAY CO. V. EQUITABLE PRODUCTION CO. SETTLEMENT

Royalty Owner/Address:

DOROTHY MCKAIN LEGGETT
95 INTERVALE ROAD #46
STAMFORD, CT 06905-1342

WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW:

Name: Patrick D. and/or Katherine F. Leggett

Address: 1625 Stonehenge Road

City: Charleston

State and Zip Code: WV 25314

Our records indicate you had or currently have an interest in oil and gas lease(s) on lands lying within West Virginia and you have received or are due a royalty payment between February 1, 2000 and December 8, 2008 from Equitable and that you have previously received notice of the Settlement as approved by the United States District Court for the Southern District of West Virginia ("Notice"). **If you want to receive a settlement payment, you need to provide the information requested below.** Please print clearly in blue or black ink. This entire form must be mailed and postmarked by **August 6, 2010**. If you have any questions about this Settlement, visit www.equitableclass.com or call 1-866-475-4711 for more information.

1. **SETTLEMENT.** The Settlement Schedule in Section 5 contains a listing of your lease(s) and well(s) and the Settlement amount you are eligible to receive for each well. The Settlement Schedule also indicates the Type of Lease(s) you have which may effect your settlement payment and whether there is an option for a Lease Modification. The possible Types of Leases are summarized below (you can have more than one Type of Lease):

Flat. A "Flat" rate Lease cannot be modified.

Former. A "Former" Lease means you are not a current owner and your lease cannot be modified.

Type A. "Type A" Lease(s) do not specifically address the deduction of post-production expenses from your royalty payment. Under this Settlement, as more particularly described in the Notice, you have two payment options:

Enhanced Option - Lease Modification: you will get the amount indicated in the Settlement Schedule which entitles you to a settlement percentage of 155% less attorney's fees and litigation costs if you agree to the Lease Modification(s) that will modify the way your future royalty payments are calculated under your lease(s). ***Please sign, date, and notarize the attached Lease Modification(s).*** Please see "Settlement Schedule" in Section 5 for payment options where you own one well for which you have multiple leases.

OR

Base Option : you will get the amount indicated in the Settlement Schedule which entitles you to a settlement percentage of 120% less attorney's fees and litigation costs, ***if you do not want to modify your lease(s).***

Please check one of the boxes in the Settlement Schedule indicating the option you would like to receive.

Type B. "Type B" Lease(s) specifically allow for the deduction of post-production expenses from your royalty payment. In order to receive a payment under this Settlement you must sign, date, and notarize the attached Lease Modification(s).

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2. SIGN AND DATE YOUR CLAIM FORM.

The undersigned Class Member hereby RELEASES Equitable Production Company, Inc., and Equitable Resources, Inc., (hereinafter collectively referred to as "Equitable") and their predecessors, successors, and past and present subsidiaries, parents, assigns, affiliates, officers, directors, agents, attorneys, insurers and employees from any and all claims, causes of action, damages, or demands of whatsoever kind and character, whether known or unknown, for improper royalty payments, improper deductions, improper measurement, improper accounting for natural gas liquids, improper sales prices, breach of lease agreements, breach of fiduciary duty, fraud, violation of the West Virginia Consumer Credit and Protection Act (W. Va. Code § 46A-6-10T, et seq.), violation of the flat rate statute (W. Va. Code § 22-6-8), and punitive damages all related to the failure to pay proper royalty. It is understood that the Release shall only be applicable to the claims and for the time period which the Released Parties have paid the full and just consideration provided for under this Agreement.

As consideration for this Settlement, the undersigned Class Member REPRESENTS and WARRANTS that he or she is the owner of the interest in the lease(s) reflected in this Claim Form and is entitled to the Settlement Payment set forth herein. The undersigned Class Member further represents that he or she has full authority to execute this document, and that he or she has the right to the full amount of the Settlement Payment paid to him or her. Furthermore, the undersigned Class Member hereby grants Equitable a contractual right of indemnification, which it may invoke in the event that another Class Member claims a right to the Settlement Payment paid to the undersigned Class Member for any reason. This contractual right of indemnification shall entitle Equitable to offset against future payments or to file a civil action against the undersigned Class Member for any amount of Settlement Payment determined to be owed to another Class Member.

As consideration for any Flat Rate Lease Settlement, if listed in Section 5, and if the undersigned is a member of the Flat Rate Subclass, the undersigned ACKNOWLEDGES Equitable's intention to continue to pay flat rate royalties after the Effective Date of this Class Settlement. The undersigned also ACKNOWLEDGES that this Settlement does not convert any Flat Rate Lease(s) to a One-Eighth Lease(s) and that Flat Rate Subclass Members who join the Class Settlement cannot seek forfeiture of their Flat Rate Leases after entry of Final Order and Judgment in this civil action. However, Flat Rate Subclass Members who join the Class Settlement retain their rights to bring an action for conversion of their lease(s) in the future.

In the event of new legislation or a final, non-appealable order from the West Virginia Supreme Court of Appeals or the United States Supreme Court requiring conversion of Flat Rate Leases to One-Eighth Leases or voiding Flat Rate Leases, EPC AGREES to convert such Flat Rate Leases to One-Eighth Leases. However, the undersigned AGREES not to seek forfeiture of any Flat Rate Leases converted by EPC to One-Eighth Leases after the date of such final decision or legislation.


Signature (required)

Patrick D. Leggett
Print Name

8 / 3 / 2010
Month/Day/Year

If you are signing Lease Modification forms as an agent for the leaseholder include a copy of the document giving you the authority to sign on their behalf.

3. MAIL YOUR CLAIM FORM.

This entire Claim Form must be postmarked by **August 6, 2010** and mailed to:

Equitable Claims Administrator
PO Box 11144
Charleston, West Virginia 25339

QUESTIONS? CALL 1-866-475-4711 TOLL FREE, OR VISIT WWW.EQUITABLECLASS.COM

Owner Code: 60804 Mail Code: 1 May 8, 2010

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Please provide your telephone number in case we need to contact you:

304 340 0015

4. DISPUTE RESOLUTION.

☒ I agree with the information in this Claim Form

If you disagree with the information provided in this Claim Form, please check the appropriate line below; you will need to send a written statement to the Equitable Claims Administrator at the address listed above that details:

- ☐ (a) the portion of the compensation period during which you received royalty payments;
- ☐ (b) the specific leases and wells that you dispute; and
- ☐ (c) the amount of settlement payment you think you should receive for the disputed well(s).
- ☐ (d) Other (Please explain in your response)

You must attach any information that supports your position.

If you fail to check one of the above either confirming or disputing this information and return this Claim Form, it will be assumed that you agree with the information in the Claim Form. You have until **August 6, 2010** to dispute the content of this Claim Form.

5. SETTLEMENT SCHEDULE.

The following schedule will show payment options for each well you own or formerly owned, classified as flat, former, Type A, or Type B. Note that a lease can impact multiple wells or there may be multiple leases for one well. In order to timely receive the maximum amounts, you must submit the attached Lease Modification forms for all leases on a well where you select the enhanced option. PLEASE BE ADVISED THAT YOUR SETTLEMENT AMOUNT UNDER THE LEASE MODIFICATION OPTION HAS BEEN CALCULATED ASSUMING THAT YOU ARE SIGNING LEASE MODIFICATION FORMS FOR ALL LEASES WHICH SERVED THAT PARTICULAR WELL. If you do not own all Leases serving your well(s) and the other owner(s) of Leases for that well do not choose the enhanced modification and/or if you choose to enter Lease Modifications for some but not all Leases that cover one well, you should mail your forms to this office immediately as it will take several weeks to review your individual well files and to determine whether relevant agreements make it possible to treat the leases differently and recalculate the amount of payment to which you are entitled. In that regard, you may wish to consult with your attorney on this issue.

☐ I request a review of all applicable lease documentation because I would like to modify, if possible, some but not all leases on one well to the extent permitted upon completion of the review of the lease documentation. I am returning lease modification forms for those leases that I wish to modify.

If you select the enhanced option for all wells, you will receive **\$2,157.16**. If you select the base option for all wells, you will receive **\$1,784.06**. **NOTE: The amount you will receive is a net amount after applying a fee award that was estimated at 25%. When the court issues an order regarding the actual fee award for attorneys and costs of litigation, your final payment may change slightly.**

SETTLEMENT SCHEDULE (Continued)

Note: In case I misunderstand your form, I Do NOT want to modify any leases.

Patrick D. Leggett 8-3-2010

- For Type A Leases, CHECK either the Box for Lease Modification, or select Base Option if you do not want to modify the lease.
 For Type B Leases you MUST CHECK the Lease Modification to receive payment.
 For Flat or Former Type Leases, you do NOT need to check a box, none will be shown.

Well	Lease	Ownership		Payee %	Lease Modification		Base Option	
		From	Thru		Select	Amount	Select	Amount

TYPE A WELLS

510840	109481.00	Aug-08	Nov-08	0.015625		\$931.76		\$721.36
	109481.01							
	109481.02							
	109481.03							

				Total	<input type="checkbox"/>	\$931.76	<input checked="" type="checkbox"/>	\$721.36
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510841	109481.00	Nov-08	Nov-08	0.015625		\$207.69		\$160.79
	109481.01							
	109481.02							
	109481.03							

				Total	<input type="checkbox"/>	\$207.69	<input checked="" type="checkbox"/>	\$160.79
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510842	109481.00	Nov-08	Nov-08	0.015625		\$512.80		\$397.00
	109481.01							
	109481.02							
	109481.03							

				Total	<input type="checkbox"/>	\$512.80	<input checked="" type="checkbox"/>	\$397.00
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FORMER METERED WELLS

510808		Apr-07	Apr-07	0.015625		\$19.16		\$19.16
				Total		\$19.16		\$19.16

510809		Mar-07	Apr-07	0.015625		\$42.51		\$42.51
				Total		\$42.51		\$42.51

FLAT RATE WELLS

SETTLEMENT SCHEDULE (Continued)

For Type A Leases, CHECK either the Box for Lease Modification,
or select Base Option if you do not want to modify the lease.
For Type B Leases you MUST CHECK the Lease Modification to receive payment.
For Flat or Former Type Leases, you do NOT need to check a box, none will be shown.

Well	Lease	Ownership		Payee %	Lease Modification		Base Option	
		From	Thru		Select	Amount	Select	Amount
604495		May-01	Dec-06			\$293.70		\$293.70
				Total		\$293.70		\$293.70
604662		Jun-01	Dec-05			\$0.00		\$0.00
				Total		\$0.00		\$0.00
604869		Dec-01	Dec-06			\$0.00		\$0.00
				Total		\$0.00		\$0.00
604888		Dec-01	Dec-06			\$149.54		\$149.54
				Total		\$149.54		\$149.54
				Grand Total		\$2,157.16		\$1,784.06

NOTE: Certain flat rate wells are shown with \$0 due because the calculated amount was negative